

VOCATIONAL SERVICES FOR THE SERIOUSLY MENTALLY ILL

This Interagency Service Agreement (ISA) is between the Arizona Department of Economic Security for the Rehabilitation Services Administration (ADES/RSA) under the authority of A.R.S. §§ 41-1954 and 35-148, and the Arizona Department of Health Services (ADHS) under the authority of A.R.S. §§ 36-104 and 35-148 (through the Division of Behavioral Health Services).

In consideration of the mutual representations and obligations hereunder, the ADHS and the ADES/RSA agree to abide by all the terms and conditions set forth herein.

I. TERM:

This ISA shall be effective as of *July 1, 2002* and shall terminate on *June 30, 2006*, with an option to renew for an additional year.

II. MISSION:

The mission of this ISA is to increase the number of employed Arizonans with a serious mental illness who are successful and satisfied with their vocational roles and environments using the combined talents, commitment and resources within the ADES/RSA and ADHS.

III. VALUES:

The ADES/RSA and the ADHS commit to the following shared values in the accomplishment of the mission:

- A. Person-centered and consumer-driven services as demonstrated by:
 - 1. Assisting persons in formulating their vision of recovery;
 - 2. Recognizing and supporting of the person's vision of recovery;
 - 3. Providing information, education and assistance to empower persons in making decisions regarding vocational, treatment and support services to achieve their goals;
 - 4. Building partnerships that support collaboration, communication and coordination in the planning and provision of vocational, treatment, and support services; and
 - 5. Providing an array of community-based opportunities which ensures integration with non-disabled community members, including supported employment.
- B. Effective and supportive management as demonstrated by:
 - 1. Maximum and efficient use of resources;
 - 2. Respect and support for the unique roles and responsibilities of involved agencies including service delivery staff and employers;
 - 3. Flexibility at all levels.
- C. Support and acknowledgment of community rehabilitation programs and behavioral health providers as partners in facilitating the accomplishment of the mission of this ISA.

IV. ENVIRONMENT:

The ADES/RSA and the ADHS acknowledge the existence of the parameters under which this ISA shall operate. The parties agree to respect these conditions and to support compliance with the obligations the following items present:

- A. Arnold v. Sarn Exit Stipulation and Supplemental Agreement;
- B. Rules for Implementation of Services for persons with a Serious Mental Illness, Title IX, Chapter 21;
- C. Rehabilitation Act of 1973, as amended (29 U.S.C. 701-744);
- D. RSA State Plan for Vocational Rehabilitation;
- E. Employment Opportunities for Disabled Americans Act of 1986 (P.L. 99-643);
- F. Protection and Advocacy for Mentally Ill Individuals Act of 1986 (P.L. 99-319);

- G. ADHS Covered Services Guide;
- H. The Ticket to Work and Work Incentives Improvement Act (P.L.106-170);
- I. The VR Order of Selection;
- J. Supported Employment waiver (under Title XIX of the Social Security Act) for persons with mental illness.

V. ELIGIBILITY:

Client eligibility under this ISA shall be for any person designated as seriously mentally ill by definition in Arizona Revised Statute (A.R.S. §36-550) and determined eligible for Vocational Rehabilitation (VR) Services as defined in the Rehabilitation Act and federal Regulations (34 CFR 361.42(a)).

The Order of Selection does not impact VR eligibility. It impacts an eligible individual's access to services. An individual in a "closed" category is placed on a waiting list.

VI. REFERRAL:

Methods and procedures to effect coordination of referrals and services shall be included in the Regional Vocational Plan which is mutually developed by each RSA Regional office and the local Regional Behavioral Health Authority. The Regional Vocational Plans shall contain specific goals and criteria, such as:

- A. The goal for determining VR eligibility is 30 days;
- B. Requests for additional information from ADHS are responded to within 14 days.
- C. RSA is invited to attend Individual Service Planning sessions in which a potential referral is discussed.

VII. ARRAY OF VOCATIONAL SERVICES:

Persons served through this ISA shall be eligible for any and all services to which they may otherwise be entitled from DES/RSA and ADHS without this ISA.

The ADES/RSA and ADHS agree to cooperatively develop and maintain services to meet the vocational needs of persons who have a serious mental illness. Services which provide for integration of persons in community employment situations are preferred.

Vocational success for individuals with Serious Mental Illness is dependent on:

- A. A philosophy within the mental health system that work and economic self-sufficiency should be an integral part of planning for all individuals with SMI, that work is often the best treatment modality, and that meaningful work prevents more expensive mental health interventions.
- B. The availability of services necessary for vocational success:
 - 1. Services provided by ADHS (*see Covered Services Guide for description of specific services*):
 - Treatment Services (including Rehabilitation Employment Support - Assessments);
 - Rehabilitation Services (including Supported Employment Support Services such as: early vocational and extended employment support services such as: Pre-Job Training/Education and Development, Job Coaching and Employment Support including emergency responses to prevent regression/loss of job, peer and other social support services, as needed);
 - Medical Services;
 - Support Services (including Personal Assistance services - Extended, Peer Support);
 - Crisis Intervention Services;
 - Inpatient Services;
 - Residential Services;
 - Day Programs.
 - 2. Vocational rehabilitation services provided by RSA, such as:
 - Vocational Counseling/Guidance;
 - Career exploration, Vocational assessment, Job planning;
 - Work exploration and work adjustment activities;

- Specific job preparation (including educational opportunities, on-the-job training, other skill building activities, retraining);
- Individual job development and placement);
- Transitional employment placements;
- VR post employment services;
- Vocational support services such as tools, supplies and assistive technology services (incl. adaptive aids/devices, etc) as needed.

VIII. REHABILITATION SERVICES ADMINISTRATION'S RESPONSIBILITIES:

The ADES/RSA shall:

- A. Hire and train vocational Counselors to work with persons with a serious mental illness to provide and or secure services listed in VII, B, 2 and to work, as needed, in coordination with the local mental health case management staff by:
 - Participating in **Individual Service Plan (ISP) development** at the point when service selection for the consumer is being discussed;
 - Participating in staffings when **developing extended Employment Support Services (ESS)** plans for persons who have successfully completed the VR program;
 - Participating in **Annual Review staffings** for clients closed a successfully rehabilitated by the VR program to determine ongoing needs of the consumer.
- B. Provide quarterly reports, by agreed on service delivery areas, of services and expenditure data, including:
 - Fiscal:
 - Expenditures for contracted and non-contracted services;
 - SSA re-imbursements for persons successfully rehabilitated into gainful employment which led to a cessation of their SSA benefits (as a result of services provided using funds generated by this ISA).
 - Programmatic:
 - Client acceptance rates;
 - Median number of days from an VR eligibility determination to an approved IPE;
 - Number of persons placed on a waiting list as a result of the Order of Selection;
 - Numbers of clients engaged in vocational activities (work experiences, preparation for work) during the period;
 - Data for persons successfully employed, including retention of employment.
 - Number of successful closures with ESS plan recommendations;
 - Number of "reopened" cases and/or served in post-employment status (for persons who were successfully employed and closed).
 - Staffing;
 - number of Vocational Rehabilitation Counselor vacancies during the period;
 - Current list of VR Field Staff (with titles, phone numbers, locations, and amount of time dedicated to ISA Activities) at the end of each quarter.
- C. Maintain a Ticket to Work liaison to assist in making referrals to other Employment Networks and Benefits Planning, Advocacy & Outreach (BPA&O) providers, and to promote the use of SSA Work Incentives.
- D. Work actively with ADHS in the resolution of system problems identified in the implementation of the ISA.
- E. Coordinate the development of Regional Vocational Plans. Effective and ending dates of Regional Vocational Plans will be aligned with the time frame of this ISA using an agreed upon format/template. Annual revisions to the Regional Vocational Plans will be limited to changes in personnel and other substantive changes.
- H. Develop and implement contracts with community providers to meet the vocational needs of persons with SMI within the region consistent with the Regional Vocational Plans and the mission of this ISA.
- I. Designate RSA representatives as listed in Section X, A and B to participate on the ISA Advisory Committee.

IX. ARIZONA DEPARTMENT OF HEALTH SERVICES:

The ADHS shall:

- A. Instill a philosophy within the mental health system that work and economic self-sufficiency should be an integral part of planning for all individuals with SMI, that work is often the best treatment modality, and that meaningful work prevents more expensive mental health interventions.
- B. Participate in the development of a Regional Vocational Plan.
- C. Provide and fund behavioral health services, as listed in VII, B, 1 for individuals engaged in vocational programming or who are working including early vocational and extended employment support services. Commitments to provided extended employment support services shall be made prior to the implementation of a VR IPE for individuals who will need such supports. The level of extended supported employment services provided for persons who have successfully completed the VR Program shall be consistent with the ESS Plan.
- D. Advance funds to the ADES/RSA on a quarterly basis in accordance with Section XV.
- E. Provide quarterly reports for agreed upon service delivery areas on the status of individuals who were successfully rehabilitated and closed in the VR program and are receiving extended Employment Support Services, in a format which is agreed upon by the ADES/RSA.
- F. Document coordination and vocational activities in the Behavioral Health case record.
- G. Work actively with the ADES/RSA in the resolution of system problems identified during the implementation of this ISA.
- H. Hold regular coordination meetings within each region (minimum of quarterly) involving providers, VR staff and representative case managers to facilitate communication and planning.
- I. Participate and assist in the training of providers, counselors, and case managers.
- J. Designate staff who shall participate on the ISA Advisory Committee.

X. ISA ADVISORY COMMITTEE:

An advisory committee to this ISA shall be comprised of, at a minimum, the following members:

- A. ADES/RSA Project Coordinator
- B. (4) ADES/RSA Program Managers or their designees
- C. (6) Representatives from agreed on service delivery areas
- D. ADHS appointed Clinical Representative
- E. (3) Consumers of Vocational Services
- F. (3) SMI Vocational Providers

Consumer and SMI Vocational Providers shall be selected to participate based on recommendations from the Project Coordinators and approved by the ADES/RSA and ADHS administration.

Other interested parties shall be informed of scheduled meetings and invited to attend.

The Advisory Committee shall meet once each quarter and shall be responsible for the following:

- A. Review Regional Vocational Plan quarterly reports: on services provided, client satisfaction, complaints, accomplishments towards meeting performance targets, compliance with the terms and timelines contained in the Regional Vocational Plans, training provided for designated service delivery areas during the quarter, staff attendance at client staffings, participation in Regional Vocational meetings, and any other indicators of program quality.
- B. Develop recommendations for the resolution of identified operational issues;

- C. Develop recommendations for annual goals and strategies for services to be provided under this ISA;
- D. Review and provide recommendations related to the ADHS Regional Vocational Plans;
- E. Forward minutes of the meetings to the ADES/RSA and ADHS management;.
- F. Develop subcommittees as necessary.

XI. TRAINING:

Training and technical assistance related to vocational programming are the responsibility of both the RBHAs and the ADES/RSA.

DES/RSA training and technical assistance shall be available to the following target groups:

- community rehabilitation program staff,
- the ADES/RSA/VR counselors supervisors and administrators,
- clinical team staff and case managers,
- consumers, family members and advocates.

The ADHS shall cooperate in conducting training needs assessment and planning activities. Both parties will encourage participation in training. Both shall provide technical assistance to each other in areas specific to roles, contracting and understanding of processes, policies and regulations.

The Regional Vocational Plan should include local training plans and activities. As necessary, a joint-agency task force (including Providers and Consumers) shall be convened by the ADES/RSA to make recommendations regarding a training plans and training activities.

XII. PILOT PROJECT(S)

RSA and ADHS will explore and agree to the development of one or more Pilot Projects which attempts to implement an integrated service delivery model, under single supervision, which is consistent with minimal federal requirements regulating conduct of the Vocational Rehabilitation Program.

XIII. DISPUTES:

- A. In the event of a dispute under this Contract, the parties agree to make a good faith attempt to resolve the dispute prior to taking formal action.
- B. If the dispute cannot be resolved pursuant to Subsection XIII.a. above, the dispute shall be submitted to the Attorney General's Office and the Attorney General's Office shall be requested to issue a written opinion to resolve the dispute. The parties agree to abide by the opinion of the Attorney General's Office and acknowledge that the opinion shall be final and shall not be appealable to any court. The parties may settle the dispute any time up to the time the Attorney General's Office issues its written opinion.

XIV. GENERAL PROVISIONS:

A. ASSIGNMENT OF DELEGATION

Neither party may assign any rights hereunder without the express, written prior consent of both parties.

B. LIABILITY

Neither party shall be liable for any purchase and/or contracts entered into by the other party in the execution of this ISA.

C. INVALIDITY OF PART OF THIS ISA

The parties agree that should any part of this ISA be held to be invalid or void, the remainder of the ISA shall remain in full force and effect and shall be binding upon the parties.

D. GOVERNING LAW

This ISA shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing Interagency Service Agreements and mandatory contract provisions of state agencies required by statute or executive order.

E. TERMINATION

The parties acknowledge that this ISA is subject to cancellation provisions pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein and made a part hereof.

F. INSPECTION AND AUDIT

All books, accounts, reports, files and other records related to this ISA shall be kept for five (5) years after termination of this ISA, and shall be subject at all times to inspection and audit by either party. Such records shall be produced at the Auditor General's Office or at the requesting party's principal office within a reasonable time after their request.

G. NOTICES

Any and all notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this ISA, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as indicated on the signature page of this document.

H. COMPLIANCE WITH NON-DISCRIMINATION LAWS

1. The parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5 which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. The parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap.
2. All parties shall comply with the Americans With Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S. 41-1492 et seq.), which prohibit discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment, of qualified persons.

I. USE OF FUNDS

Non-federal funds to be transferred shall be used to accomplish the purpose of this ISA as described herein.

J. TERMINATION OR MODIFICATION

Each party shall have the right to terminate this ISA by mailing the other party written notice of termination by certified mail, return receipt requested, at least thirty (30) days prior to the effective date of said termination. This ISA may be modified at any time by mutual agreement in order to accommodate unforeseen circumstances. No agent, employee or other representative of either party is empowered to alter any of the terms of this ISA, unless done in writing and signed by the authorized representative of respective parties.

XV. BUDGET AND FUND TRANSFERS:

ISA activities shall be funded in accordance with the Budget identified as Attachment 1. Budget expenditures will be only for ISA related activities. Expenditures may be made from both matched resources and from non-matched resources.

ADES/RSA shall submit an annual budget to ADHS that lists the number of funded FTEs by each of the agreed on service delivery areas in the following categories: Vocational Rehabilitation Counselors; Field Support staff (such as rehabilitation technicians, purchasing and payment technicians, clerical support). The budget will also list Central Office Administration and RSA Regional staff.

Any unearned or unused ADHS funds that have been advanced to ADES/RSA and remain in its possession at the end of each budget fiscal year, or at the time of termination of the Contract, shall be refunded to ADHS within forty-five (45) days thereafter.

Substantial changes to the budget shall be reviewed and approved by both ADHS and the ADES/RSA administration before implementation. Any modification of 10% or more to the "above the line" or "below the line" totals in the budget shall be considered substantial.

Fund transfer shall be advanced to ADES/RSA on a quarterly basis at the level identified in the Attachment. The ADES/RSA agrees to request funds from ADHS thirty (30) days prior to the end of each quarter. The ADHS will initiate a transfer document to ADES/RSA on or before each quarter.

Fiscal transfer documents to the ADES/RSA shall be forwarded to:

Betty Wangnsness
Budget Unit Manager
ADES/Rehabilitation Services Administration
1789 West Jefferson Street - 930A
Phoenix, Arizona 85007
(602) 542-3351

Fund requests shall be forwarded to:

Revenue Section
ADHS/Behavioral Health Services
2122 E. Highland
Phoenix, Arizona 85016

XVI. ATTACHMENT:

15. NAME AND ADDRESS OF CONTRACTOR:		16. ARIZONA DEPARTMENT OF HEALTH SERVICES Division of Behavioral Health Services 2122 East Highland Phoenix, Arizona 85016	
17. SIGNATURE OF AUTHORIZED INDIVIDUAL:	18. DATE:	19. SIGNATURE OF AUTHORIZED INDIVIDUAL:	20. DATE:
21. TYPED NAME AND TITLE: JOHN CLAYTON DIRECTOR		22. TYPED NAME AND TITLE: CATHY EDEN DIRECTOR	